

Lessor so to do;

(e) if Lessee defaults in fulfilling any of the terms, covenants or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, or if, by reason of the nature of such default the same cannot be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, then, if Lessee shall have failed to commence the remedying of such default within said thirty (30) days following such written notice, or have so commenced, shall fail thereafter to continue with diligence the curing thereof.

13. Cancellation by Lessee - Lessee shall have the right, upon written notice to Lessor, to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

(a) the issuance by any court of apparent competent jurisdiction of an injunction, order or decree preventing or restraining the use by Lessee of all or any substantial part of the demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;

(b) the default of Lessor in the performance of any of the terms, covenants or conditions required of it under this instrument and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee so to do, except that if by reason of the nature of such default, the same cannot be cured within thirty (30)

shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(c) the inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (i) any law, (ii) any rule, order, judgment, decree, regulation or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof;

(d) if the fixed improvements placed upon the demised premises are totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss to said restoration, in which event this Agreement shall not be cancelled, but shall continue in full force and effect, and in such case any excess thereof shall belong to Lessee;

portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government, or any state or local government occupies the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automotive fuel, supplies, or parts for general public use, and any of said events results in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from its automobile rental concession at the Airport, continuing for a period in excess of fifteen (15) days;

(f) in the event that at any time prior to or during the term of this agreement Lessee's presently existing right to operate an automobile rental concession at the Airport is withdrawn, cancelled, terminated, or not renewed by Lessor;

(g) the taking of the whole or any part of the demised premises by the exercise of any right of condemnation or eminent domain;

(h) if at any time during the basic term or option term of this Lease a majority of the scheduled air transportation serving the local area no longer operates from the Airport; or...

(i) if at any time during the basic term hereof or the option periods the Airport or terminal building is removed to a place more than three (3) road miles distant from its present location.

14. Purchase of Fixed Assets - In the event of any cancellation or termination of this Agreement by the Lessor or Lessee prior to the expiration for any cause other than

hereunder. Lessor shall promptly purchase or cause to be purchased from Lessee all of said fixed improvements at a cash price equal to the Lessee's actual cost, less depreciation as set forth below.

In the event that the Lessee is being replaced by a new rental car concessionaire, the County shall require the replacement concessionaire to purchase from Lessee, all of the fixed improvements constructed in accordance with Section 2 hereof at a cash price equal to Lessee's actual cost computed as provided below, less straight-line depreciation over the term of this Lease, to the nearest complete month of the term then elapsed under this Agreement.

In the event that no rental car concessionaire replaces the Lessee within three months (90 days) of the termination of this agreement, the County will purchase from the Lessee all of the fixed improvements constructed in accordance with Section 2 hereof at a cash price equal to Lessee's actual cost computed as provided below, less straight-line depreciation over the term of this lease, to the nearest complete month of the term then elapsed under this Agreement.

The Lessee's investment in the premises shall be determined in accordance with generally acceptable accounting practices and principles, provided that such investment shall not in any event exceed 100% of the amount paid by the Lessee to independent contractors for work actually performed on the premises and materials furnished or labor performed in connection therewith. Payments made by the Lessee to independent contractors for engineering, architectural, professional and consulting services in connection therewith may be included in the amount paid for work actually performed on the premises, provided that such payments shall not in any event exceed 10% of the construction cost.

15. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful rights as Lessee may have now or in the future to maintain claims

department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in the maintenance of any just claim of said nature, and to refrain from hindering, opposing or obstructing the maintenance thereby by Lessee.

16. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder may be fulfilled or discharged either by Lessee or by a Licensee member of the Sundance Carriage Corp. duly appointed thereto by the Sundance Carriage Corp., and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee appointed, provided, however, that notwithstanding the method of operation employed by Lessee hereunder, Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this Lease. Except as hereinabove set out, the premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

17. Other Uses - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than as authorized by this Agreement.

18. Liens - Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors upon the demised premises or arising out of or because of the performance of any work or labor upon or the furnishing of

Lessee.

19. Time - In computing Lessee's time within which to commence construction of any fixed improvements or to cure any default as required by this Lease, there shall be excluded all delays due to strikes, lockouts, Acts of God and the public enemy, or by order or direction or other interference by any municipal, State, Federal or other Governmental department, board or commission having jurisdiction, or other causes beyond Lessee's control.

20. Paragraph Headings - Paragraph headings herein are intended only to assist in ready identification and are not in limitation or enlargement of the content of any paragraph.

21. Notices - Any notice or other communication from either party to the other pursuant to this Agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Lessor: Monroe County Board of County Commissioners
P.O. Box 1680
Key West, FL 33040

For Lessee: Sundance Carriage Corp.
d/b/a Dollar Rent A Car
5012 W. Lemon Street
Tampa, FL 33609

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

... by their respective officers or representatives
thereunto duly authorized, the day and year first above written.

MONROE COUNTY

BY: Jerry Hernandez, Jr.
MAYOR/CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

Robin L. Lomax, D.L.
CLERK

SUNDANCE CARRIAGE CORP. d/b/a
DOLLAR RENT A CAR

BY: [Signature]
PRESIDENT

(SEAL)

Attest:

[Signature]
SECRETARY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY [Signature]
Attorney at Law

ENTRANCE TO AIRPORT

INTERNATIONAL AIRPORT

DOLLAR

RENT A CAR

23,421 SQ. FT. OR
.538 AC.

SET 1/2" CONDUIT

168.0'

SET 1/2" CONDUIT

140.0'

SET 1/2" CONDUIT

CONC. CURB

142.0'

N 77° 49' 21" W

2

13.5'

13.5'

SET 1/2" CONDUIT

33.0'

10.5'

2'

10.5'

12.0'

ACCESS RD.
S 72° 10' 39" W

PRIVATE

20'

17.0'

11'

AVIS

RENT A CAR

8" RVC DRAIN PIPE

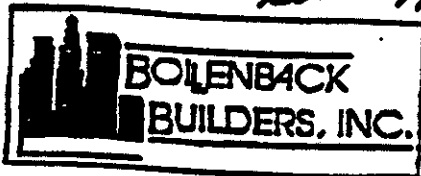
CATCH BASIN

EDGE OF PAVEMENT

ENTRANCE TO COUNTRY GARAGE

EXHIBIT 'C'

Dollar Rent A Car



Preliminary Budget

Dollar Rent A Car
Renovations to Key West location
2/3/2003

ITEM DESCRIPTION		Budget
1	Architectural, Engineering Design	\$67,451.69
2	Site Drainage, Paving	\$214,410.71
3	Restroom Upgrade	\$89,935.59
5	Fencing repairs & auto gate	\$52,087.70
6	Landscaping allowance	\$12,740.88
7	Septic System repair & Renovation	\$52,462.43
8	Testing Allowance	\$5,000.00
9	Permit and Impact Fee Allowance	\$12,000.00
11	Subtotal for all options	\$506,089.00
12	Owner Contingency	\$50,000.00
13	Total with Owner Contingency	\$556,089.00

*TEHE, this is an overview of what
our plan is to upgrade our
Service Area.*

*MIKE
I will call you Monday 4/21/03
to discuss.*

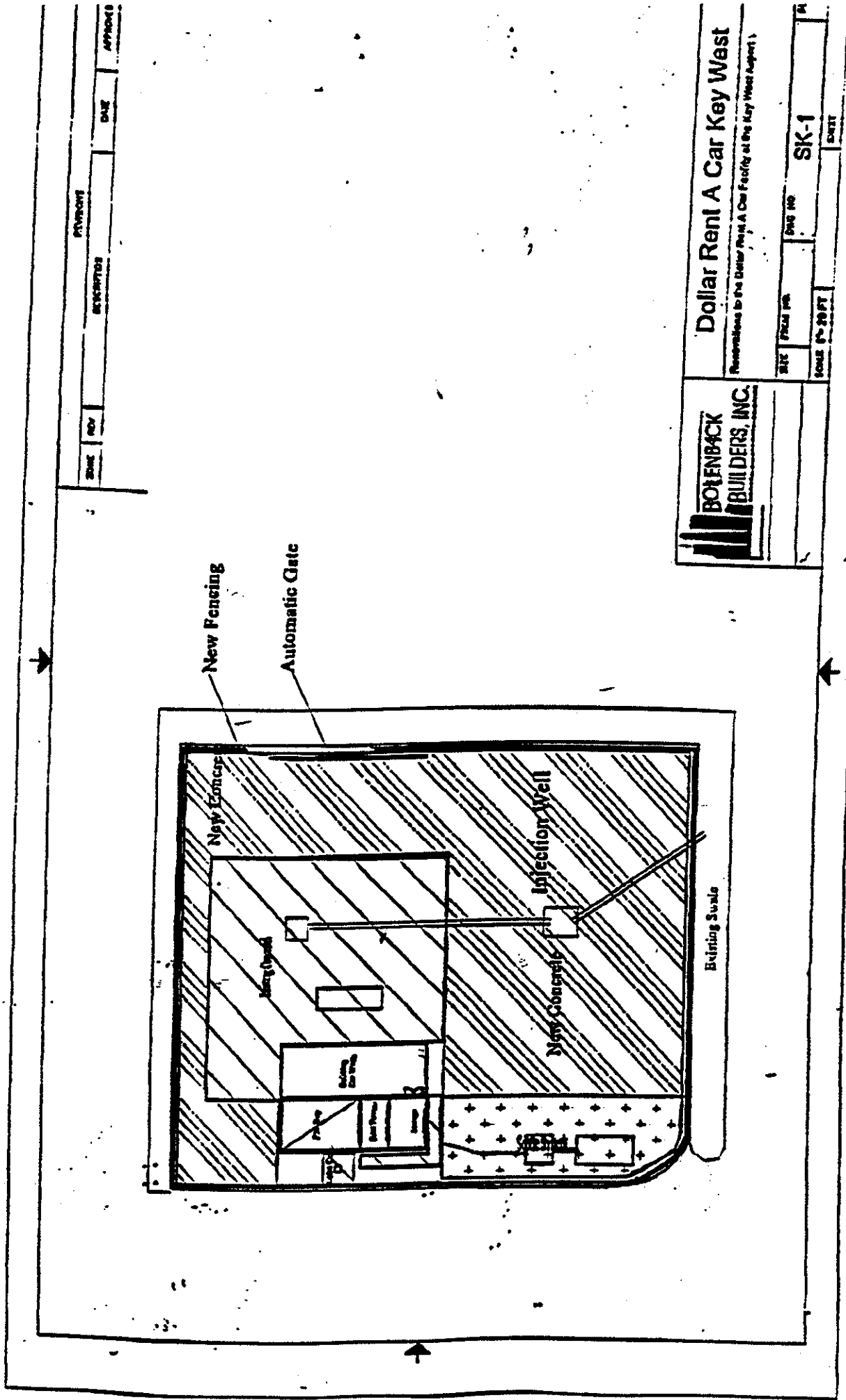
Dollar Rent A Car - Florida
3870 NW South River Drive
Miami, FL 33142
305-857-5000 ext. 5021
fax 305-894-5068
mconlon@dollarrentacar.com

MICHAEL CONLON
General Manager



Worldwide Reservations
800-800-4000
dollar.com

2



DATE	NO.	DESCRIPTION	DATE	APPROVED

BOLENBACK BUILDERS, INC.		Dollar Rent A Car Key West	
Resubmission to the Dollar Rent A Car Facility at the Key West Airport			
DATE	FROM	DATE	NO.
SCALE 1" = 20 FT		SK-1	
		SHEET	



December 28, 2002

Mr. Peter J Horton
Key West International Airport
3491 S. Roosevelt Blvd.
Key West, Florida 37040

Re-Key West Airport Lease and Concession Agreement

Dear Mr. Horton:

As I discussed with you, Dollar Rent A Car is seeking to extend its lease and concession agreement for a period of at least 10 years. Dollar is in the preliminary stages of planning for capital improvements to our QTA site, to include new landscaping and fencing, paving and drainage, and rebuilding of the current structure on the site. Estimated cost would be approximately \$500,000. Of course to commit to this expenditure, we will need to obtain full corporate approval within Dollar, which we are currently pursuing.

In order to make this investment, we would need at least 10 years to amortize it. To move forward in the planning process and to seek the necessary corporate approval, I would need to know that the extensions we are seeking for the lease and concession agreements will be in place.

If you need to discuss this further, please feel free to contact me.

Regards,

A handwritten signature in dark ink, appearing to read "Michael Conlon".

Michael Conlon
General Manager
Dollar Rent A Car, Miami

KEY WEST INTERNATIONAL AIRPORT

3491 S. Roosevelt Blvd.

Key West, FL 33040 (305) 292-3518 Fax (305) 292-3578

06/05/03

Michael Conlon, General Manager
Dollar Rent A Car - Florida
3670 NW South River Drive
Miami, FL 33142

Dear Mr. Conlon:

My apologies for not getting back to you sooner concerning the renovation project for the Dollar facility here at KWIA, however upgrades to the terminal to accommodate TSA requirements have kept me busy in recent months.

I've reviewed your submittal concerning the project and I agree with it in concept. As we discussed, some modifications or clarifications need to be made. My suggestions are as follows:

Item #5. Fencing repairs and Auto Gate: Please match your new fencing to the type and color we have recently installed on the adjacent roadway.

Item #6. Landscaping Allowance: This seems a little low. Please remember that your facility is our "front door" to the airport as one drives in from Faraldo Circle. We would really like to make this area a show place.

Item #7. Septic System Repair and Renovation: This item is not needed. You are no longer on a septic system. All airport facilities have been connected to the City of Key West central sewer system.

Item #9. Permit and Impact Fee Allowance: Just a note here. There will be some permit fees levied by outside agencies but because your facility is on County airport property, Monroe County (who is the prime permitting agency, not the city of Key West) will not charge us any permitting or inspection fees.

I'll have your lease addendum to you in two weeks for your review. We'd like to put it on the July 15th BOCC meeting for approval.

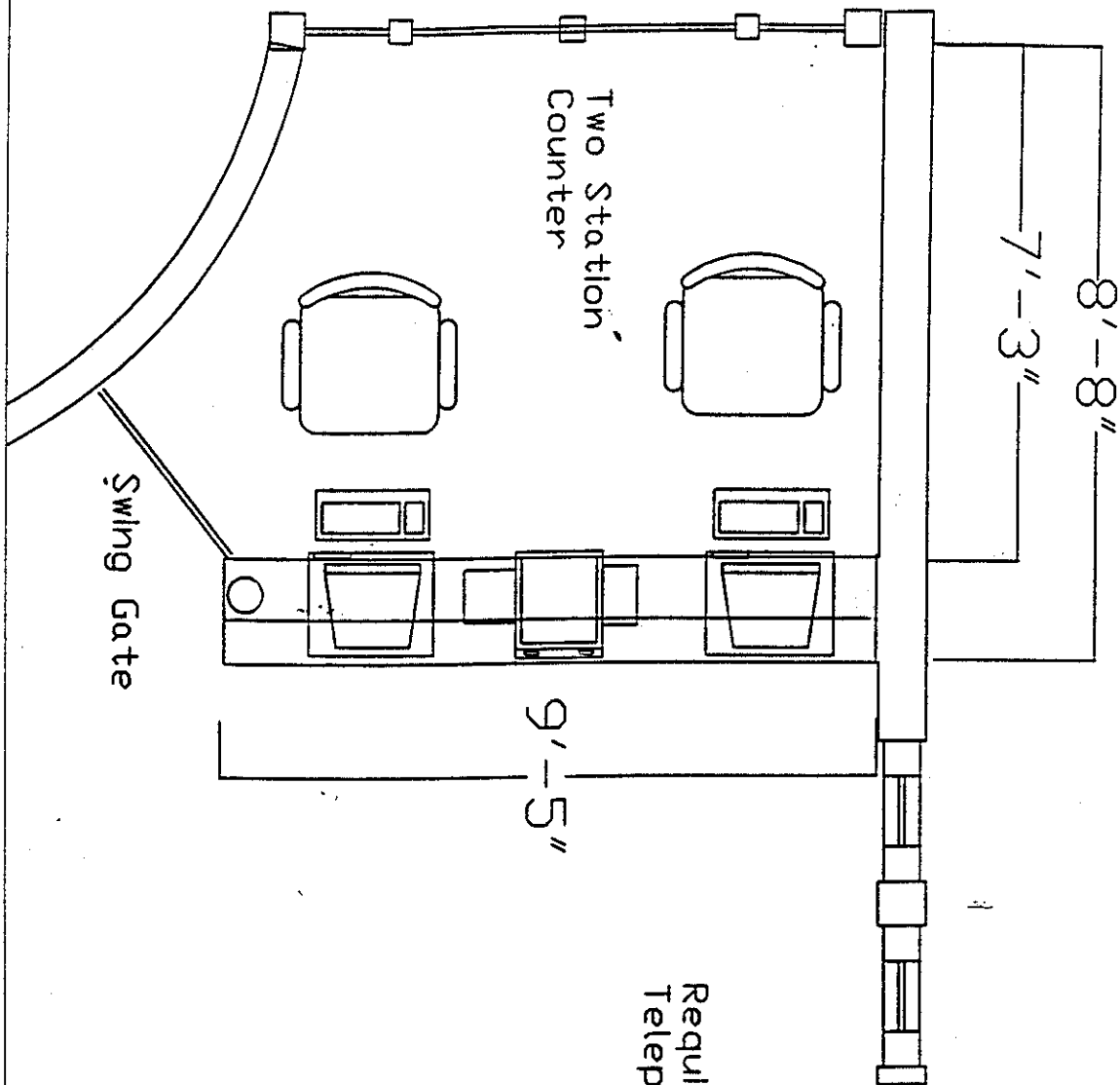
Sincerely,



Peter J. Horton, Manager

EXHIBIT 'B'

COUNTER



Thrifty Rent A Car Key West Airport

Lot	Quantity/Asset	Unit

CONTRACTOR
 3784 Tampa Road
 Oklawaha, FL 34677

**Thrifty Rent A Car Key
 Rental Counter**

Unit 578
 Date 9/23/03
 Not to scale SK-1

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: February 18, 2004

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of Amendment to Rental Car Concession Agreement for DTG Operations, and approval to rescind Amendment to Rental Car Concession Agreement, (approved January 21, 2004) due to a scrivener's error.

ITEM BACKGROUND: DTG requested a word be changed in the Amendment to Rental Car Concession Agreement, approved January 21, 2004.

PREVIOUS RELEVANT BOCC ACTION: Approval of Amendment to Rental Car Concession Agreement, January 21, 2004.

CONTRACT/AGREEMENT CHANGES: Paragraph 2, line 14, 'franchise' revised to 'concession'.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS: None

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: Approx. \$84,000

APPROVED BY: County Attorney X

OMB/Purchasing N/A

Risk Management N/A

DIRECTOR OF AIRPORTS APPROVAL



Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

C25

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: DTG Operations, Inc.

Effective Date: 10/15/03

Expiration Date: 6/30/14

Contract Purpose/Description: Amendment to Rental Car Concession Agreement

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 2/18/04

Agenda Deadline: 2/3/04

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing

Budgeted? N/A

Grant: N/A

County Match: N/A

Current Year Portion: N/A

Account Codes: N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>1/28/04</u>	() (X)	<u>RH</u> Peter Horton	<u>1/28/04</u>
Risk Management	<u>1/1/</u>	() ()	<u>N/A</u> William Grumhaus	<u>1/1/</u>
O.M.B./Purchasing	<u>1/1/</u>	() ()	<u>N/A</u> Sheila Barker	<u>1/1/</u>
County Attorney	<u>1/1/</u>	() ()	<u>Rob Wolfe</u> Rob Wolfe	<u>1/16/04</u>

Comments:

AMENDMENT TO RENTAL CAR CONCESSION AGREEMENT

THIS AMENDMENT AGREEMENT is entered into on this _____ day of _____, 2004 by and between Monroe County, a political subdivision of the State of Florida (County) and DTG Operations, Inc., f/k/a Dollar Rent A Car Systems, Inc., (DTG)

WHEREAS, the County is the owner of Key West International Airport (KWIA);

WHEREAS, DTG is, and has been, a tenant at KWIA since 1987 providing the traveling public with rental vehicles;

WHEREAS, DTG desires to have its wholly owned subsidiary, Thrifty Rent A Car, establish a counter at KWIA terminal building together with ready car parking spaces at the KWIA parking lot;

WHEREAS, the County is willing to lease DTG the counter space and parking spaces; now, therefore

In consideration of the mutual covenants and promises set forth below, the County and DTG agree as follows:

1. The concession agreement between the parties dated July 7, 1987, as amended on January 3, 1989, September 24, 2000, and July 15, 2003, hereafter original concession agreement, is attached to this amendment agreement as Exhibit A and made a part of it.

2. Paragraph 3(a) of the original concession agreement is hereby amended by the addition of the following:

The County leases an additional area of 100 square feet adjacent to DTG's existing counter for use as a Thrifty Rent A Car counter (the Thrifty premises). The Thrifty premises are depicted on Exhibit B which is attached to and made a part of this amendment agreement. The rent for the Thrifty premises is \$38.47 per square foot per year, plus sales tax payable by DTG, or \$320.58 per month, plus sales tax, payable monthly in advance on the first of each month. The Thrifty premises rent will increase annually by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year. In the event of a deflationary CPI, no adjustment in the rental rates will be made. DTG is responsible for all construction costs needed to establish the Thrifty counter including telephone removal and the relocation of the Orion Bank ATM. DTG must pay the County a concession fee of 10% of all gross Thrifty sales, payable by the 30th of each month for the gross sales of the preceding month. DTG also agrees to pay the County \$2500 per month, payable in advance by the first of each month, to be used by the County solely for capital improvements to the existing KWIA terminal building or a new terminal building if the County's Board of County Commissioners elects to construct a new terminal building. The County must provide DTG with 30 additional ready car parking spaces for Thrifty rental cars in the KWIA parking lot. This amendment agreement will terminate on June 30, 2014.

3. Except as set forth in this amendment, all other terms and conditions of the original concession agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)

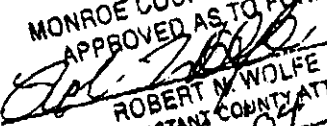
Attest:

DTG OPERATIONS, INC.

By _____
Title _____

By _____
Title _____

JairDTGThrifty

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 7-16-04